

# EXHIBIT A

# EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

Shelly Beaton f/k/a Shelly Welch,  
Plaintiff,  
– against –  
Lending Club Corporation and Equifax  
Information Services, LLC,  
Defendants.

Index No.

**SUMMONS**

**The basis of the venue is  
Plaintiff's domicile.**

To the above-named defendants:

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, County of New York at the office of the Clerk of said Court at 360 Adams Street #4, Brooklyn, NY 11201, within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk; upon your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: March 5, 2020  
New York, New York

Respectfully submitted,

**Law Offices of Robert S. Gitmeid & Associates, PLLC**

By: /s/ Adham M. Elsayed  
Adham M. Elsayed, Esq.  
30 Wall Street, 8<sup>th</sup> Floor #741  
New York, NY 10005  
Tel: (866) 249-1137  
Fax: (877) 366-4747  
*Attorneys for Plaintiff*

Case 1:20-cv-01708-KAM Document 4-1 Filed 04/06/20 Page 3 of 39 PageID #: 8

NOTE: The laws or rules of court provide that:

- (a) if this summons is served by its delivery to you personally, you must appear and answer within TWENTY days after such service; or
- (b) if this summons is served by delivery to any person other than you personally or is served by any alternative method permissible under the CPLR, you must appear and answer within THIRTY days after such service.

Defendants' Addresses:

Lending Club Corporation  
251 Little Falls Drive  
Wilmington, DE 19808

Equifax Information Services, LLC  
1550 Peachtree Street  
Atlanta, GA 30309

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

Shelly Beaton f/k/a Shelly Welch,

Plaintiff,

– against –

Lending Club Corporation and Equifax  
Information Services, LLC,

Defendant(s).

Index No.

**COMPLAINT**

Plaintiff Shelly Beaton f/k/a Shelly Welch, by and through her attorneys, the Law Offices of Robert S. Gitmeid & Associates, PLLC, complaining of the Defendants, hereby alleges as follows:

1. This is an action for damages brought by an individual consumer for Defendants' violations of the Fair Credit Reporting Act, 15. U.S.C. § 1681, et seq. (the "FCRA"), the New York Fair Credit Reporting Act, NY CLS Gen Bus § 380, et seq. ("NY FCRA"), and other claims related to unlawful credit reporting practices. The FCRA and NY FCRA prohibit furnishers of credit information to falsely and inaccurately report consumers' credit information to credit reporting agencies.

**PARTIES**

2. Plaintiff, Shelly Beaton, is an adult residing in Brooklyn, New York.
3. Defendant Lending Club Corporation ("Lending Club") is a business entity that furnishes consumer credit information to consumer reporting agencies.

4. Defendant Equifax is a limited liability company, doing business throughout the country and in the state of New York. Defendant Equifax is one of the largest CRAs in the world.
5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) of the FCRA and N.Y. GBS. LAW § 380-a(b) of NY FCRA.

### **FACTUAL ALLEGATIONS**

6. Defendant Lending Club issued an account ending in 3643 to Plaintiff; the account was routinely reported on Plaintiff's consumer credit report.
7. The consumer report at issue is a written communication of information concerning Plaintiff's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or for the purpose of serving as a factor in establishing the consumer's eligibility for credit to be used primarily for personal, family, or household purposes as defined by 15 U.S.C. § 1681a(d)(1) of the FCRA and N.Y. GBS. LAW § 380-a(c)(1) of the NY FCRA.
8. On or about February 19, 2018, Plaintiff and Lending Club entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is attached hereto as **Exhibit A**.
9. Pursuant to the terms of the settlement, Plaintiff paid, and the creditor accepted payments totaling \$1,014.00 to settle and close her Lending Club account.
10. Plaintiff, via her debt settlement representative, timely made the settlement payments. A paid-in-full letter is attached hereto to as **Exhibit B**.

11. However, nearly a year later, Plaintiff's Lending Club account continues to be negatively reported.
12. In particular, on a requested credit report dated October 29, 2019, Plaintiff's Lending Club account was reported with a status of "CHARGE OFF", a balance of \$1,978.00, and a past due balance of \$557.00. The relevant portion of Plaintiff's credit report is attached hereto as **Exhibit C**.
13. This tradeline was inaccurately reported; as explained above, the account was settled and paid in full, and as such, must be reported as settled with a balance of \$0.00.
14. On or about November 4, 2019 Plaintiff, via counsel, sent a dispute letter to Defendants requesting the trade line to be corrected. A copy of the dispute letter and the certified mail receipts are attached hereto as **Exhibit D**.
15. Therefore, Plaintiff has disputed the accuracy of the derogatory information reported by Lending Club to the credit reporting agencies via certified mail in accordance with 15 U.S.C. § 1681i of the FCRA and N.Y. GBS. LAW § 380-f of the NY FCRA.
16. In December of 2019, Plaintiff requested an updated credit report for review. The tradeline for the Lending Club account in question remained the same, as Defendants failed to correct the inaccuracy. The relevant portion of the December 2019 credit report is attached hereto as **Exhibit E**.
17. Equifax did not notify Lending Club of the dispute by Plaintiff in accordance with the FCRA, or alternatively, did notify Lending Club and Lending Club failed to

properly investigate and delete the tradeline or properly update the tradeline on Plaintiff's credit reports.

18. If Lending Club did perform a reasonable investigation of Plaintiff's dispute, Plaintiff's Lending Club account would be updated to reflect a settled status with a \$0 balance.
19. Lending Club has promised through its subscriber agreements or contracts to accurately update accounts, but Lending Club has nonetheless willfully, maliciously, recklessly, wantonly, and/or negligently failed to follow this requirement as well as the requirements set forth under the FCRA and NY FCRA, which has resulted in the intended consequences of this information remaining on Plaintiff's credit reports.
20. Defendants failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit information and Plaintiff's credit report, concerning the account in question, thus violating state law and the FCRA. These violations occurred before, during, and after the dispute process began with Equifax.
21. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of the employment, and under the direct supervision and control of the Defendants herein.
22. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless,

negligent and in wanton disregard for federal and state law and the rights of the Plaintiff herein.

**FIRST CAUSE OF ACTION**  
(Fair Credit Reporting Act)

23. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
24. Equifax is a “consumer reporting agency” as codified at 15 U.S.C. § 1681a(f).
25. Lending Club is an entity who, regularly and in the course of business, furnishes information to one or more consumer reporting agencies about its transactions or experiences with any consumer and therefore constitutes a “furnisher,” as codified at 15 U.S.C. § 1681s-2.
26. Lending Club is reporting inaccurate credit information concerning Plaintiff to one or more credit bureaus as defined by 15 U.S.C. § 1681a of the FCRA.
27. Plaintiff notified Defendants directly of a dispute on the Lending Club account’s completeness and/or accuracy, as reported.
28. Lending Club failed to update Plaintiff’s credit report and/or notify the credit bureaus that the Lending Club account in question was disputed in violation of 15 U.S.C. § 1681s-2(b).
29. Lending Club failed to complete an investigation of Plaintiff’s written dispute and provide the results of an investigation to Plaintiff or the credit bureaus within the 30-day statutory period as required by 15 U.S.C. § 1681s-2(b).
30. Lending Club failed to promptly modify the inaccurate information on Plaintiff’s credit report in violation of 15 U.S.C. § 1681s-2(b).

31. Equifax failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff's disputes as required by 15 U.S.C. § 1681i(a).
32. Equifax failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, concerning the account in question, violating 15 U.S.C. § 1681e(b).
33. As a result of the above violations of the FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, embarrassment caused by necessity of obtaining a co-signer on mortgage, higher interest rates on loans that would otherwise be affordable and other damages that may be ascertained at a later date.
34. As a result of the above violations of the FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

**SECOND CAUSE OF ACTION**  
(New York Fair Credit Reporting Act)

35. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
36. Equifax failed to delete information found to be inaccurate, reinserted the information without following the NY FCRA, or failed to properly investigate Plaintiff's disputes.

37. Equifax failed to promptly re-investigate and record the current status of the disputed information and failed to promptly notify the consumer of the result of the investigation, decision on the status of the information, and her rights pursuant to this section in violation of NY FCRA, N.Y. Gen. Bus. Law § 380-f(a).
38. Equifax failed to clearly note in all subsequent consumer reports that the account in question is disputed by the consumer in violation of NY FCRA, N.Y. Gen. Bus. Law § 380-f(c)(3).
39. As a result of the above violations of the NY FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, embarrassment caused by necessity of obtaining a co-signer on mortgage, higher interest rates on loans that would otherwise be affordable and other damages that may be ascertained at a later date.
40. As a result of the above violations of the NY FCRA, Equifax is liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands that judgment be entered against Defendants as follows:

- 1) That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- 2) That judgment be entered against Defendants for punitive damages pursuant to 15 U.S.C. § 1681n;
- 3) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- 4) That judgment be entered against Equifax for actual damages pursuant to N.Y. Gen. Bus. Law § 380-m;
- 5) That the Court award costs and reasonable attorney's fees pursuant to N.Y. Gen. Bus. Law § 380-m; and
- 6) That the Court grant such other and further relief as may be just and proper.

Dated: March 5, 2020  
New York, New York

**Law Offices of Robert S. Gitmeid & Associates, PLLC**

By: /s/ Adham M. Elsayed  
Adham M. Elsayed, Esq.  
30 Wall Street, 8<sup>th</sup> Floor #741  
New York, NY 10005  
Tel: (866) 249-1137  
Fax: (877) 366-4747  
*Attorneys for Plaintiff*

**VERIFICATION BY ATTORNEY**

STATE OF NEW YORK      )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

I, Adham M. Elsayed, an attorney duly admitted to practice law in the State of New York, hereby affirm under penalty of perjury:

I am an attorney associated with the Law Offices of Robert S. Gitmeid & Associates, PLLC, attorneys for Shelly Beaton, the plaintiff in the foregoing matter, with an office located at 30 Wall Street, 8<sup>th</sup> Floor #741 New York, NY 10005. I have read the foregoing Complaint and know the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe them to be true.

Dated: March 5, 2020  
New York, New York

/s/ Adham M. Elsayed  
Adham M. Elsayed, Esq.

# EXHIBIT A



Lending Club  
Payment Solutions  
1-888-596-4478  
Fax: 1-855-770-5919  
paymentsolutions@lendingclub.com

February 19, 2018

Shelly Welch  
[REDACTED]

Re: Account No.: [REDACTED] 3643  
Originated on: 12/01/2015  
Loan Amount: \$4,000  
Interest Rate: 15.41% (36 months)  
Status: Charge Off  
Outstanding Debt: \$2,028.42

Dear Shelly Welch,

Lending Club ("Creditor") and **Shelly Welch** ("Debtor") hereby agree to settle the above named debt under the following terms and conditions:

1. The Creditor and Debtor agree that the current outstanding debt is **\$2,028.42** (balance amount).
2. Both the parties agree that Creditor will accept a sum of **\$1,014.00** by way of check as full repayment of the **\$2,028.42** ("Settled Amount"). All settlement terms herein are dependent upon receipt of payment. Creditor agrees to compromise the debt under the condition that the Settled Amount will be received as follows:

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| \$50.00 Due: 03/15/2018  | \$50.00 Due: 04/15/2018  | \$50.00 Due: 05/15/2018  |
| \$50.00 Due: 06/15/2018  | \$120.00 Due: 07/15/2018 | \$120.00 Due: 08/15/2018 |
| \$120.00 Due: 09/15/2018 | \$120.00 Due: 10/15/2018 | \$120.00 Due: 11/15/2018 |
| \$214.00 Due: 12/15/2018 |                          |                          |
3. The Settled Amount shall be considered as Settlement in full of the Debtor's loan and Creditor will take no further collection action regarding the outstanding debt amount.
4. If Debtor fails to pay the Settled Amount by terms outlined, the agreement shall be terminated immediately and Creditor shall immediately demand the outstanding amount owed by Debtor in full.
5. Each party acknowledges and agrees that each of them will bear their own costs, expenses, attorney fees and/or any other costs arising out of and/or connected with the negotiation, drafting and execution of this settlement.
6. Each party has read this settlement, has had adequate time to consider it and has had an opportunity to independently consult with an attorney, if so desired, prior to executing this settlement. Additionally, each party executes this settlement knowingly, voluntarily and of their own free will, not subject to duress, undue influence or inequality of bargaining power in connection with the negotiation or execution of this settlement.

Jason Leano declares that he is authorized to act as a representative of Lending Club.

Debtor's payment according to the terms outlined above is formal acceptance of this agreement. This agreement for debt settlement shall be binding upon and have effect to the benefit of the parties, their successors and assignees.

Dated: **February 19, 2018**

Signature: 

**Jason Leano, Authorized Representative of Lending Club**

Signature: \_\_\_\_\_

**Shelly Welch**

Please make checks payable to "Lending Club Corporation".

If sending via regular US Postal Service:

LENDING CLUB CORPORATION  
DEPT# 34268  
P.O. BOX 39000  
SAN FRANCISCO, CA 94139

If sending via **overnight delivery only**:

WELLS FARGO LOCKBOX SERVICES  
DEPT# 34268  
3440 WALNUT AVE, BUILDING A 2<sup>ND</sup> FLOOR  
FREMONT, CA 94538

*Whenever \$600.00 or more in principal of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.*

**Lending Club Corporation**  
71 Stevenson Street  
Suite 300  
San Francisco, CA 94105

# EXHIBIT B



DATE:

1/16/2020

DEPARTMENT:

Payment Solutions

BORROWER NAME:

**Shelly Welch**

REFERENCE:

Loan #: [REDACTED] 3643

Hi Shelly Welch,

Your LendingClub installment loan # [REDACTED] 3643 is charged off and has been <sup>1</sup>settled for less than the full balance as of 12/18/2018. A final payment of \$214.00 was received on 12/12/2018.

Your credit report should reflect your final payment within 60 calendar days. Often it's less, but the timing is dependent on how long the credit bureaus take to update this information.

We wish you a bright financial future and thank you for being a member of the Lending Club community.

Please contact us if you have any additional questions. You can reach us at [payments@lendingclub.com](mailto:payments@lendingclub.com) or directly at (888) 596-4478 Monday through Friday from 6 AM to 5 PM and Saturday from 8 AM to 5 PM Pacific Time.

Regards,  
**Lending Club Payment Solutions**

<sup>1</sup> Whenever \$600.00 or more in principal of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

# EXHIBIT C

|         |            |              |                |            |         |            |
|---------|------------|--------------|----------------|------------|---------|------------|
| FILE #  | [REDACTED] | FNMA #       | DATE COMPLETED | 10/29/2019 | RQD' BY | [REDACTED] |
| SEND TO | [REDACTED] | DATE ORDERED | 10/29/2019     |            |         |            |
|         |            | REPOSITORIES | EF             | PRPD' BY   |         |            |
|         |            | PRICE        | LOAN TYPE      |            |         |            |
|         |            | REF. #       |                |            |         |            |

### PROPERTY ADDRESS

| <b>APPLICANT</b> |                | <b>CO-APPLICANT</b> |     |
|------------------|----------------|---------------------|-----|
| APPLICANT        | BEATON, SHELLY | CO-APPLICANT        |     |
| SOC SEC #        | DOB            | SOC SEC #           | DOB |
| MARITAL STATUS   |                | DEPENDENTS          |     |

## CREDIT

## **COLLECTION ACCOUNTS**

| E<br>C<br>O<br>A | W<br>H<br>O<br>S<br>E | CREDITOR           | DATE<br>REPORTED | DATE<br>OPENED | HIGH CREDIT<br>OR LIMIT | BALANCE        | PAST<br>DUE | MO<br>REV | 30 | 60 | 90+ | STATUS             |
|------------------|-----------------------|--------------------|------------------|----------------|-------------------------|----------------|-------------|-----------|----|----|-----|--------------------|
|                  |                       |                    |                  | DLA            | ACCT TYPE               | TERMS          |             |           |    |    |     | SOURCE             |
| B                | B                     | LENDINGCLU<br>2012 | 03/18            | 12/15<br>14/17 | \$2028<br>1000          | \$1978<br>1000 | \$557       | 27        | 1  | 1  | 1   | CHARGE OFF<br>1000 |

# EXHIBIT D



The Law Offices of  
**ROBERT S. GITMEID & ASSOC., PLLC**

November 4, 2019

**VIA CERTIFIED MAIL**

Transunion Consumer Solutions  
P.O. Box 2000  
Chester, PA 19016

Equifax Information Services, LLC  
P.O. Box 105139  
Atlanta, GA 30348

Experian  
P.O. Box 4500  
Allen, TX 75013

Innovis Consumer Assistance  
P.O. Box 1640  
Pittsburgh, PA 15230

Experian Information Solutions, Inc.  
12 E 49<sup>th</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10017

Re:  
Creditor:  
Account No.:  
SSN:  
Address:

Shelly Beaton a/k/a Shelly Welsch  
Lending Club Corporation  
Ending in 3643  
[REDACTED]

Dear Sir and/or Madam,

Please be advised that this office was retained to represent Shelly Beaton a/k/a Shelly Welsch with respect to her claims for violations under the Fair Credit Reporting Act, 15. U.S.C. § 1681, et seq. (the "FCRA") and other claims related to unlawful credit reporting practices.

On or about February 19, 2018, Ms. Beaton and Lending Club Corporation ("Lending Club") entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is enclosed herein. Pursuant to the terms of the settlement, Ms. Beaton was required to make monthly payments totaling \$1,014.00 to settle and close her Lending Club account. Ms. Beaton, via her debt settlement representative, timely made the requisite settlement payments. Proofs of these payments are enclosed herein for your review.

However, nearly a year later, Ms. Beaton's account continues to be negatively reported. In particular, on a requested credit report dated October 29, 2019, Ms. Beaton's account was reported with a status of "CHARGE OFF", a balance of \$1,978.00, and a past due balance of \$557.00. The relevant portion of Ms. Beaton's credit report is attached herein for your review. This trade line was inaccurately reported. As evidenced by the settlement agreement and proofs of payments, the account was settled in full and has a balance of \$0.00.

Pursuant to 15 U.S.C. § 1681m, please provide a written copy of Ms. Beaton's credit report to the below address. Please take notice that this dispute is made pursuant to 15 U.S.C. § 1681i under the FCRA. Therefore, if this inaccuracy is not corrected within thirty (30) days, we will pursue further legal process on behalf of our client.

Thank you for your prompt attention to this important matter.

Very truly yours,

Lauren Kroll  
Lauren.K@gitmeidlaw.com  
(866) 707-4595 x 5112

LK:  
Encl.

NYSCEF DOC. NO. 5

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$

Total Postage and Fees \$ 4.95

Sent To Innovis Consumer Assistance  
P.O. Box 1640  
Pittsburgh, PA 15230

Street and Apt. No., or P.O. Box No.  
City, State, ZIP+4

PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

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CERTIFIED MAIL® RECEIPT  
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**OFFICIAL USE**

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Extra Services & Fees (check box, add fee as appropriate)

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 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$

Total Postage and Fees \$ 4.95

Sent To Experian  
P.O. Box 4500  
Allen, TX 75013

Street and Apt. No., or P.O. Box No.  
City, State, ZIP+4

PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

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 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$

Total Postage and Fees \$ 4.95

Sent To Trans Union Consumer Solutions  
P.O. Box 2000  
Chester, PA 19016

Street and Apt. No., or P.O. Box No.  
City, State, ZIP+4

PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

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 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$

Total Postage and Fees \$ 4.95

Sent To Equifax  
P.O. Box 105139  
Atlanta, GA 30348

Street and Apt. No., or P.O. Box No.  
City, State, ZIP+4

PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

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 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$

Total Postage and Fees \$ 4.95

Sent To Experian Information Solutions, Inc.  
12 E 49th Street, 11th Floor  
New York, NY 10017

Street and Apt. No., or P.O. Box No.  
City, State, ZIP+4

PS Form 3800, April 2015, PSN See Reverse for Instructions



Lending Club  
Payment Solutions  
1-888-596-4478  
Fax: 1-855-770-5919  
paymentsolutions@lendingclub.com

February 19, 2018

Shelly Welch  
[REDACTED]

Re: Account No.: [REDACTED] 3643  
Originated on: 12/01/2015  
Loan Amount: \$4,000  
Interest Rate: 15.41% (36 months)  
Status: Charge Off  
Outstanding Debt: \$2,028.42

Dear Shelly Welch,

Lending Club ("Creditor") and **Shelly Welch** ("Debtor") hereby agree to settle the above named debt under the following terms and conditions:

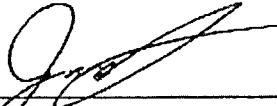
1. The Creditor and Debtor agree that the current outstanding debt is **\$2,028.42** (balance amount).
2. Both the parties agree that Creditor will accept a sum of **\$1,014.00** by way of check as full repayment of the **\$2,028.42** ("Settled Amount"). All settlement terms herein are dependent upon receipt of payment. Creditor agrees to compromise the debt under the condition that the Settled Amount will be received as follows:

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| \$50.00 Due: 03/15/2018  | \$50.00 Due: 04/15/2018  | \$50.00 Due: 05/15/2018  |
| \$50.00 Due: 06/15/2018  | \$120.00 Due: 07/15/2018 | \$120.00 Due: 08/15/2018 |
| \$120.00 Due: 09/15/2018 | \$120.00 Due: 10/15/2018 | \$120.00 Due: 11/15/2018 |
| \$214.00 Due: 12/15/2018 |                          |                          |
3. The Settled Amount shall be considered as Settlement in full of the Debtor's loan and Creditor will take no further collection action regarding the outstanding debt amount.
4. If Debtor fails to pay the Settled Amount by terms outlined, the agreement shall be terminated immediately and Creditor shall immediately demand the outstanding amount owed by Debtor in full.
5. Each party acknowledges and agrees that each of them will bear their own costs, expenses, attorney fees and/or any other costs arising out of and/or connected with the negotiation, drafting and execution of this settlement.
6. Each party has read this settlement, has had adequate time to consider it and has had an opportunity to independently consult with an attorney, if so desired, prior to executing this settlement. Additionally, each party executes this settlement knowingly, voluntarily and of their own free will, not subject to duress, undue influence or inequality of bargaining power in connection with the negotiation or execution of this settlement.

Jason Leano declares that he is authorized to act as a representative of Lending Club.

Debtor's payment according to the terms outlined above is formal acceptance of this agreement. This agreement for debt settlement shall be binding upon and have effect to the benefit of the parties, their successors and assignees.

Dated: **February 19, 2018**

Signature: 

**Jason Leano, Authorized Representative of Lending Club**

Signature: \_\_\_\_\_

**Shelly Welch**

Please make checks payable to "Lending Club Corporation".

If sending via regular US Postal Service:

LENDING CLUB CORPORATION  
DEPT# 34268  
P.O. BOX 39000  
SAN FRANCISCO, CA 94139

If sending via **overnight delivery only**:

WELLS FARGO LOCKBOX SERVICES  
DEPT# 34268  
3440 WALNUT AVE, BUILDING A 2<sup>ND</sup> FLOOR  
FREMONT, CA 94538

*Whenever \$600.00 or more in principal of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.*

**Lending Club Corporation**  
71 Stevenson Street  
Suite 300  
San Francisco, CA 94105

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton

202093274

030918\_110738

Pay: FIFTY AND XX / 100 DOLLARS

Date: 03/09/2018  
Amount: \$\*\* 50.00

For: 3643

To The Lending Club  
Order 3440 Walnut Ave. Bldg A 2F  
Of Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

  
Authorized Signature  
Questions: (877) 503-9236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT &amp; FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian  
FBO: Shelly Beaton  
[REDACTED]

202134106

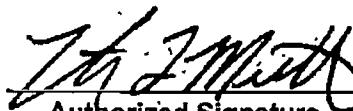
040918\_111232

Pay: **FIFTY AND XX / 100 DOLLARS**

For: [REDACTED] 3643

Date: **04/09/2018**  
Amount: **\$\*\* 50.00**

To The  
Order  
Of  
**Lending Club**  
**3440 Walnut Ave. Bldg A 2F**  
**Wells Fargo Lockbox Services Attn: Dept #**  
**Fremont, CA US 94538**



**Authorized Signature**  
Questions: (877)503-8236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian

FBO Shelly Beaton

202175786

050918\_110848

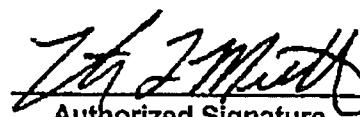
Pay: FIFTY AND XX / 100 DOLLARS

For: [REDACTED] 3643

Date: 05/09/2018  
Amount: \$\*\* 50.00

To The  
Order  
Of

Lending Club  
3440 Walnut Ave. Bldg A 2F  
Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538



Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton

202219558

061118\_123128

Pay: FIFTY AND XX / 100 DOLLARS

Date: 06/11/2018  
Amount: \$\*\* 50.00

For: [REDACTED] 3643

To The Lending Club  
Order 3440 Walnut Ave. Bldg A 2F  
Of Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

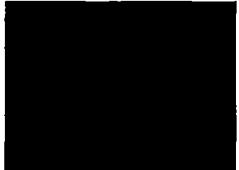
  
Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT &amp; FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton  
[REDACTED]

202261846

070918\_111507



Date: 07/09/2018  
Amount: \$\*\* 120.00

Pay: ONE HUNDRED TWENTY AND XX / 100 DOLLARS

For: [REDACTED] 3643

To The  
Order  
Of  
Lending Club  
3440 Walnut Ave, Bldg A 2F  
Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT &amp; FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian

FBO Shelly Beaton

202307147

080918\_110822

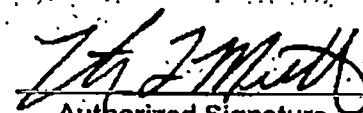
Pay: ONE HUNDRED TWENTY AND XX /100 DOLLARS

For: [REDACTED] 3643

Date: 08/09/2018  
Amount: \$\*\* 120.00

To The  
Order  
Of

Lending Club  
3440 Walnut Ave. Bldg A 2F  
Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538



Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton

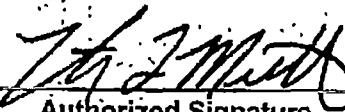
202352326  
091018\_111728

Pay: ONE HUNDRED TWENTY AND XX /100 DOLLARS

For: [REDACTED] 3643

Date: 09/10/2018  
Amount: \$\*\* 120.00

To The : Lending Club  
Order : 3440 Walnut Ave. Bldg A 2F  
Of : Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

  
Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton

202396748

100918\_111807

Pay: ONE HUNDRED TWENTY AND XX / 100 DOLLARS

For: [REDACTED] 3643

Date: 10/09/2018  
Amount: \$\*\* 120.00

To The Lending Club  
Order Of 3440 Walnut Ave. Bldg A 2F  
Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

  
Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton

202443691

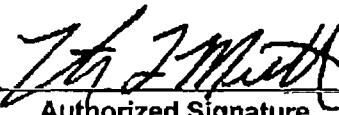
110918\_110943

Pay: ONE HUNDRED TWENTY AND XX / 100 DOLLARS

For: 3643

Date: 11/09/2018  
Amount: \$\*\* 120.00

To The  
Order  
Of      Lending Club  
3440 Walnut Ave. Bldg A 2F  
Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

  
Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

Global Client Solutions, LLC Custodian  
FBO Shelly Beaton

202487092  
121018\_111546

Pay: TWO HUNDRED FOURTEEN AND XX / 100 DOLLARS

For: [REDACTED] 3643

Date: 12/10/2018  
Amount: \$\*\* 214.00

To The Lending Club  
Order 3440 Walnut Ave. Bldg A 2F  
Of Wells Fargo Lockbox Services Attn: Dept #  
Fremont, CA US 94538

  
Authorized Signature  
Questions: (877)503-8236  
Void After 90 Days

|         |            |        |                |            |          |            |
|---------|------------|--------|----------------|------------|----------|------------|
| FILE #  | [REDACTED] | FNMA # | DATE COMPLETED | 10/29/2019 | RQD' BY  | [REDACTED] |
| SEND TO | [REDACTED] |        | DATE ORDERED   | 10/29/2019 |          |            |
|         |            |        | REPOSITORIES   | EF         | PRPD' BY |            |
|         |            |        | PRICE          | LOAN TYPE  |          |            |
|         |            |        | REF. #         |            |          |            |

## PROPERTY ADDRESS

**APPLICANT**

**CO-APPLICANT**

**APPLICANT** BEATON, SHELLY

**CO-APPLICANT**

SOC SEC #

DOE

SOC SEC #

DOB

**MARITAL STATUS**

---

**CREDIT**

## **COLLECTION ACCOUNTS**

| E<br>C<br>O<br>A | W<br>H<br>O<br>S<br>E | CREDITOR    | DATE<br>REPORTED | DATE<br>OPENED | HIGH CREDIT<br>OR LIMIT | BALANCE | PAST<br>DUE | MO<br>REV | 30 | 60 | 90+ | STATUS     |
|------------------|-----------------------|-------------|------------------|----------------|-------------------------|---------|-------------|-----------|----|----|-----|------------|
|                  |                       |             |                  | DLA            | ACCT TYPE               | TERMS   |             |           |    |    |     | SOURCE     |
| B                | B                     | LENDINGCLUB | 03/18            | 12/15          | \$2028                  | \$1978  | \$557       | 27        | 1  | 1  | 1   | CHARGE OFF |

# EXHIBIT E

|         |        |                |            |           |  |
|---------|--------|----------------|------------|-----------|--|
| FILE #  | FNMA # | DATE COMPLETED | 12/16/2019 | RQD' BY   |  |
| SEND TO |        | DATE ORDERED   | 12/16/2019 |           |  |
|         |        | REPOSITORIES   | EF         | PRPD' BY  |  |
|         |        | PRICE          |            | LOAN TYPE |  |
|         |        | REF. #         |            |           |  |

## PROPERTY ADDRESS

| APPLICANT      |                |     | CO-APPLICANT |  |     |
|----------------|----------------|-----|--------------|--|-----|
| APPLICANT      | BEATON, SHELLY |     | CO-APPLICANT |  |     |
| SOC SEC #      |                | DOB | SOC SEC #    |  | DOB |
| MARITAL STATUS |                |     | DEPENDENTS   |  |     |

## CREDIT

| E<br>C<br>O<br>A | W<br>H<br>O<br>S<br>E | CREDITOR | DATE<br>REPORTED | DATE<br>OPENED | HIGH CREDIT<br>OR LIMIT | BALANCE | PAST<br>DUE | MO<br>REV | 30 | 60 | 90+ | STATUS |
|------------------|-----------------------|----------|------------------|----------------|-------------------------|---------|-------------|-----------|----|----|-----|--------|
|                  |                       |          |                  | DLA            | ACCT TYPE               | TERMS   |             |           |    |    |     | SOURCE |
|                  |                       |          |                  |                |                         |         |             |           |    |    |     |        |

## COLLECTION ACCOUNTS

| E<br>C<br>O<br>A | W<br>H<br>O<br>S<br>E | CREDITOR           | DATE<br>REPORTED | DATE<br>OPENED | HIGH CREDIT<br>OR LIMIT | BALANCE        | PAST<br>DUE | MO<br>REV | 30 | 60 | 90+ | STATUS           |
|------------------|-----------------------|--------------------|------------------|----------------|-------------------------|----------------|-------------|-----------|----|----|-----|------------------|
|                  |                       |                    |                  | DLA            | ACCT TYPE               | TERMS          |             |           |    |    |     | SOURCE           |
| B                | B                     | LENDINGCLU<br>3643 | 11/19            | 12/15<br>11/17 | \$2028<br>INST          | \$1978<br>36 - | \$557       | 27        | 1  | 1  | 3   | CHARGE OFF<br>EF |

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF Kings**

-----X

Shelly Beaton f/k/a Shelly Welch

Plaintiff/Petitioner,

- against -

Index No. 505572/2020

Lending Club Corporation and Equifax Information Services, LLC

Defendant/Respondent.

-----X

**NOTICE OF ELECTRONIC FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-bb)**

**You have received this Notice because:**

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

The benefits of participating in e-filing include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

**To register for e-filing or for more information about how e-filing works:**

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: 03/05/20

Adham M. Eisayed, Esq.

Name

Law Offices of Robert S. Gitmeid & Associates, PLLC

Firm Name

30 Wall Street, 8th Floor #741

New York, NY 10005

Address

(866) 249-1137

Phone

Adham.E@Gitmeidlaw.com

E-Mail

To: Lending Club Corporation

251 Little Falls Drive

Wilmington, DE 19808

6/6/18